

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

**U.S. PHILIPS CORPORATION,  
a Delaware corporation, and  
KONINKLIJKE PHILIPS  
ELECTRONICS N.V.,  
a Netherlands corporation,  
Plaintiffs,**

**v.**

**MANINDER SETHI,  
an individual,  
Defendant.**

**Civil Action No. 04 Civ. 2573 (TCP)(ARL)**

**CONSENT JUDGMENT**

As a result of settlement of this action by virtue of a Settlement Agreement between the parties dated June 13, 2007, which shall become effective upon entry of this Consent Judgment, and upon consent of Plaintiffs U.S. Philips Corporation and Koninklijke Philips Electronics N.V. and Defendant Maninder Sethi (collectively, "the Parties"), without Defendant admitting any of the allegations of the Complaint and for purposes of settlement only of the above-captioned case only, and pursuant to Rule 54, Fed. R. Civ. P., the Parties stipulate and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. This Court has jurisdiction over the Parties and over the subject matter of the Complaint.
2. Plaintiffs own U.S. Patent No. 5,790,512, No. 5,745,641, Re. 33,462, and 4,641,295 (the "Patents-in-Suit"), and have the right to sue upon and recover damages for past infringement, and to enjoin future infringement of existing patents.

3. Defendant does not contest the validity or enforceability of the Patents-in-Suit, and, accordingly, the Court finds the Patents-in-Suit are valid and enforceable.

4. The following terms used in this Consent Judgment shall have the meanings set forth below:

Disc	Shall mean a non-recordable reflective disc-shaped information carrier comprising any kind of information including, but not limited to, audio, video, text and/or data-related information, which is irreversibly stored in a layer during and as an integral part of the manufacturing process of the Disc in a form which is optically readable by playback devices using a laser-beam.
CD Disc	Shall mean a replicated Disc comprising any kind of information including, but not limited to, audio, video, text, and/or data-related information encoded in digital form, which is optically readable by a CD Player and which conforms to the CD Standard Specifications.
DVD Disc	Shall mean a replicated Disc comprising any kind of information including, but not limited to, audio, video, text, and/or data-related information, encoded in digital form, which is optically readable by a DVD-Video Player and/or by a DVD-ROM Player and which conforms to the DVD-Video Standard Specifications and/or the DVD-ROM Standard Specifications.
Essential Patents	Shall mean the relevant patents associated with the Disc License Programs that are essential to the manufacture and sale of Discs as now or hereafter identified on the Philips website at <a href="http://www.ip.philips.com">www.ip.philips.com</a> .

5. Defendant Maninder Sethi and the following persons or entities--Jitender Sethi, Loveleen Sethi, Wings Manufacturing Corporation, Jazzman Sportswear Corporation, Eshman

Holdings Limited, and Leena Denim Limited f/k/a Leena Enterprises--and their current and former agents, subsidiaries, employees, directors, officers, affiliates, attorneys, and representatives, who receive actual notice of this order by personal service or otherwise, are hereby permanently enjoined and restrained from, directly or indirectly:

(a) making, replicating, selling, offering for sale, importing, advertising, promoting, marketing, or otherwise disposing of Discs, including but not limited to CD Discs or DVD Discs, or devices no more than colorably different therefrom, during the respective terms of any of the Essential Patents;

(b) inducing or contributing to another's making, replicating, selling, offering for sale, importing, advertising, promoting, marketing, or otherwise disposing of Discs, including but not limited to CD Discs or DVD Discs, or devices no more than colorably different therefrom, during the respective terms of any of the Essential Patents; and

(c) effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a)-(b), above.

6. This Court shall retain jurisdiction over this case for purposes of enforcing the Consent Judgment and the Settlement Agreement between the Parties, pursuant to which this Consent Judgment is filed.

7. The right to enforce this Consent Judgment shall transfer to any successor-in-interest to Plaintiffs.

8. Each Party shall bear its own costs and attorney fees.

AGREED by Defendant

AGREED by Plaintiffs

Dated: June 13, 2007

Dated: June 13, 2007

/s/ John D. D'Ercole

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Attorneys for Plaintiffs  
KONINKLIJKE PHILIPS ELECTRONICS N.V.  
and U.S. PHILIPS CORPORATION

SO ORDERED, this 14 day of June, 2007.

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United States District Judge